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9 RITE AID CORPORATION

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 ANTHONY DAM,  
13 Plaintiff,

14 vs.

15 RITE AID CORPORATION, a  
16 Delaware Corporation; and DOES 1-  
17 100, inclusive,  
18 Defendants.

Case No.: CV11-1969 VBF (PJWx)

**CONFIDENTIALITY  
STIPULATION AND [PROPOSED]  
PROTECTIVE ORDER**

1 The parties in this matter, by and through their respective counsel of record, hereby  
2 stipulate and request that the Court enter the following Order regarding the  
3 protection of confidential information:

4 1. The procedures for protecting information set forth in this Order shall  
5 govern all information produced by any party that is designated as "Protected  
6 Information" or "Confidential" in the manner set forth below, including without  
7 limitation: (i) answers to written discovery; (ii) documents produced in response  
8 to requests for production; (iii) documents and information produced voluntarily in  
9 response to informal requests; (iv) interrogatory responses; and (v) deposition  
10 testimony.

11 2. This Order is intended to protect the confidentiality of all documents and  
12 information that is not in the public domain and which either party has a good faith  
13 belief that disclosure would violate a personal, financial, or other interest protected  
14 by law, and that such disclosure threatens to cause serious harm that outweighs the  
15 public interest in disclosure of such information.

16 3. The Court, the parties, corporate counsel, counsel of record, any court  
17 reporters and mediators employed in this case, and their respective officers,  
18 employees, clerks, associates, and staffs, serving in this action (collectively the  
19 "Authorized Persons") and any witnesses to be called by the parties in this action  
20 shall be the only persons afforded access to information protected by this Order  
21 and marked as "CONFIDENTIAL" (hereinafter the "Protected Information").  
22 Experts and consultants employed by counsel or the parties in connection with this  
23 case, and the staffs of such experts or consultants also shall be considered  
24 "Authorized Persons," provided that they have executed an acknowledgment in the  
25 form attached as Exhibit A to this Stipulation and Order. Additionally, any party  
26 wishing to have an additional person other than those described in this paragraph  
27 listed as an Authorized Person within the meaning of this Order may request in  
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1 writing that the other party stipulate that such person be added to the list of  
2 Authorized Persons. If no written objection is received within ten days, such  
3 person shall become an Authorized Person upon execution of the acknowledgment  
4 attached to this Stipulation and Order as Exhibit A. No Authorized Person shall:  
5 (i) use the Protected Information for any purpose other than the prosecution or  
6 defense of this litigation; or (ii) provide, copy or otherwise disclose any item of  
7 Protected Information to any person other than the aforementioned Authorized  
8 Persons.

9 4. Any party who believes in good faith that a particular document or item of  
10 information is properly protected under this Order shall designate it as such by one  
11 or more of the following methods:

12 (i) provide written notice to all parties describing the information with  
13 particularity;

14 (ii) with respect to documents, mark each page of each such document  
15 with the phrase "CONFIDENTIAL;"

16 (iii) with respect to written discovery responses, mark each response with  
17 the phrase "CONFIDENTIAL;" and

18 (iv) with respect to deposition transcripts, mark each page of each such  
19 transcript with the phrase "CONFIDENTIAL."

20 5. Any party who believes in good faith that a particular document or item of  
21 information is properly protected under this Order shall implement the procedures  
22 set forth in paragraph 4 as set forth below:

23 (i) in the case of a party transmitting the information to other parties or to  
24 the Court, before the information is actually transmitted; and  
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1 (ii) in the case of a party receiving information, not more than five  
2 business days following the receipt thereof, or, in the case of documents produced  
3 prior to the entry of this Order, within five business days of its entry by the Court.

4 Notwithstanding the foregoing, any party who fails to comply with this paragraph  
5 shall nevertheless be entitled to provide notice designating such document or  
6 information as Protected Information: (a) by stipulation of all parties, which  
7 stipulation shall not be unreasonably withheld; or (b) upon motion to the Court  
8 based upon good cause.

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10 6. Each party shall be responsible for clearly marking all Protected Information  
11 in its possession, custody and control and for taking all other steps reasonably  
12 necessary to ensure that persons other than Authorized Persons do not, directly or  
13 indirectly, gain access to Protected Information.

14 7. If Protected Information is included in any papers to be filed in Court, such  
15 papers shall be filed under seal in compliance with United States District Court,  
16 Central District of California, Local Rule 79-5.

17 8. If a party in possession of information or documents designated as  
18 "CONFIDENTIAL" receives a subpoena from a non-party to this case which seeks  
19 production or other disclosure of such documents or information, the party shall  
20 immediately give written notice to counsel for the party who designated the  
21 documents or information as "CONFIDENTIAL" stating the Confidential  
22 Materials sought and enclosing a copy of the subpoena. Parties shall use their best  
23 efforts to give at least 10 days' notice before production or other disclosure  
24 pursuant to subpoena should be given. In no event shall production or disclosure  
25 be made before notice is given and, whenever possible, sufficiently in advance of  
26 production or disclosure to afford the Party to whom such notice has been given at  
27 least three business days to take appropriate action, including seeking judicial  
28 relief.

1 9. Any party who believes that a particular item of Protected Information  
2 previously designated pursuant to paragraph 4 above is not properly protectable  
3 within the meaning of this Order shall be free to object at any time. The parties  
4 shall attempt to resolve informally any objections to the designation of Protected  
5 Information. If any Party objects to the designation of any Confidential Materials  
6 as "CONFIDENTIAL," that Party shall state the objection by letter to counsel for  
7 the Party making the designation. The designating party shall then have 15 days in  
8 which to file a Motion for Protective Order with the Court to protect the disclosure  
9 of the disclosure of the documents in dispute. The parties may agree in writing to  
10 extend this 15 day deadline. Until the Court rules on the designating party's  
11 motion, the documents or information at issue shall continue to be treated and  
12 designated as "CONFIDENTIAL." Once the Court rules, the confidential nature  
13 of the documents or information shall be determined in accordance with the  
14 Court's ruling.

15 10. Nothing in this Order shall be deemed a waiver of any party's right to seek  
16 from the Court reduced, different or additional protection with respect to any  
17 document or information previously designated as Protected Information under this  
18 Order or to challenge a party's use or possession of any such document or  
19 information.

20 11. No party shall be required to object to the designation of any particular  
21 document or item of information as Protected Information, and failure to make  
22 objections at any particular time shall not constitute a waiver or otherwise bar a  
23 party from objecting at a later date.

24 12. This Order shall not abrogate or diminish any party's contractual, statutory  
25 or other right or obligation to maintain any information in confidence.  
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1 13. The fact that a given item of information is or is not Protected Information  
2 within the meaning of this Order shall not be admissible in evidence or otherwise  
3 considered by the trier of fact in determining the merits of this case.

4 14. Upon final termination of this action, unless otherwise agreed to in writing  
5 by an attorney of record for the designating party, the possessor shall destroy or  
6 return all documents or information designated as Protected Information, including  
7 all copies thereof. The possessor of the Protected Information may specify  
8 whether the documents and information must be destroyed or returned. Written  
9 confirmation of compliance with this requirement shall be provided upon request.  
10 This provision shall not bar Defendant from retaining any Protected Information  
11 which constitutes records that it is required as a corporation to retain under state or  
12 federal law.

13 15. This Protective Order shall not prevent any Party from applying to the Court  
14 for relief therefrom.

15 16. This Protective Order shall not control the use of any evidence during the  
16 trial of this Action. However, nothing herein shall preclude any Party from  
17 seeking the assistance of the Court in maintaining the confidential nature of any  
18 evidence which is presented at trial.

19 17. This Order may not be modified or terminated, in whole or in part, except by  
20 order of the Court: (i) for good cause shown, or (ii) upon written stipulation of the  
21 parties. This Order shall survive and remain operative following the termination of  
22 this action.

23 18. The parties submit this document for the Court's consideration and approval  
24 as an Order. It shall not be construed to create a contract between the parties  
25 and/or their respective counsel. In the event of a dispute regarding the terms of  
26 this Order, the parties stipulate and agree that no part of this Order shall be  
27 construed against either party on the basis of authorship.  
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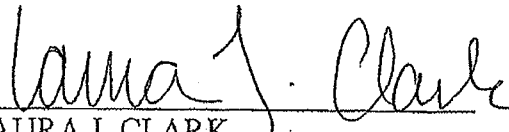
1 19. By entering into this Confidentiality Stipulation and Protective Order,  
2 neither party waives any right to withhold from discovery any information on the  
3 grounds that the information is protectable by or barred from disclosure by  
4 privilege, immunity or other recognized legal exception to disclosure.  
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6 IT IS SO STIPULATED AND AGREED:  
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8 Dated: June 7, 2011 June 6, 2011

KELLY, HOCKEL & KLEIN

9 P.C.

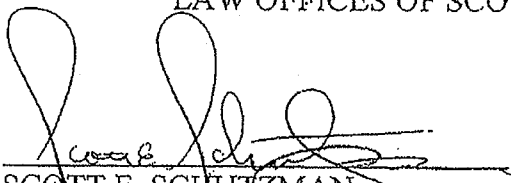
10   
11 LAURA J. CLARK

12 Attorneys for Defendant  
13 RITE AID CORPORATION

14 Dated: June 6, 2011 June 6, 2011

LAW OFFICES OF SCOTT

15 SCHUTZMAN

16   
17 SCOTT E. SCHUTZMAN

18 Attorneys for Plaintiff  
19 ANTHONY DAM  
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21 ORDER GRANTING PROTECTIVE ORDER

22 Based on the above stipulation, a Protective Order is granted on the terms and  
23 conditions set forth above. IT IS SO ORDERED.  
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25 Date: June 20, 2011

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27 Judge Valerie Baker Fairbank Patrick J. Walsh  
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EXHIBIT A

**AGREEMENT TO BE BOUND BY STIPULATION  
AND ORDER REGARDING CONFIDENTIALITY**

I, \_\_\_\_\_, hereby acknowledge that I have read and understand the Stipulation and Order Regarding Confidentiality (the "Order") in the case of *Anthony Dam v. Rite Aid Corporation*, case number CV11-1969-VBF-(PJWx), venued in the United States District Court, Central District of California. I agree to comply with all requirements of the Order. This Acknowledgment was executed on \_\_\_\_\_, 2011, at \_\_\_\_\_ California.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[typed name]